

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF: EPA 115-96 HAZ

SANDOVAL ZINC CO.

LPC # 1210500002 -- MARION COUNTY

SANDOVAL ZINC CO.; ALBERT F. HAAS; WHITE BROTHERS SALVAGE & RECYCLING, INC.; BETHLEHEM STEEL CORPORATION; COMMERCIAL METALS; EAGLE-PICHER INDUSTRIES, INC.; EMPIRE IRON & STEEL; FLINT STEEL CORPORATION; GEROX, INC.; H.K. PORTER CO., INC.; ILLINOIS SMELTING & REFINING; LACLEDE STEEL; LURIA BROS.; KEYSTONE STEEL & WIRE CO. (a division of KEYSTONE CONSOLIDATED INDUSTRIES, INC.); NORTHWESTERN STEEL & WIRE; PENN-DIXIE STEEL CORP.; ST. JOE MINERALS CORPORATION; YOUNGSTOWN SHEET & TUBE; ADVANCE INDUSTRIES, INC.; AMAX, INC.; AMAX ZINC CO.; ARMCO, INC.; ATLANTIC METALS CORP.; BOYLES GALVANIZING; CIRCLE SMELTING, INC.; CIRCLE IRON & METAL; CITY METALS REFINING CO.; CLARK METAL LAST CO.; CORLIN CO.; DEKA BATTERIES; GALVAN MANUFACTURING CO.; GLICKMAN, INC.; GNB BATTERIES, INC.; GOLDSCHMIDT A.G.; GULF METALS INDUSTRIES, INC.; HOBSON GALVANIZING; IMPERIAL SMELTING; INTERAMERICAN ZINC CO.; JONES & LAUGHLIN STEEL, INC.; MCM CORP.; MET-PRO CORP.; METALCHEM, INC.; METALPLATE GALVANIZING; MILLMET RESOURCES, INC.; MIDWEST ZINC CORP.; MOSKOWITZ BROS.; MUSKOGEE METAL FABRICATORS;

NATIONAL METALS, INC.; NEW JERSEY STEEL CORP; NEW JERSEY ZINC CO.; PACIFIC SMELTING CO.; POWELL FAB. & MFG.; RELIABLE GALVANIZING CO.; REPUBLIC STEEL; ROESSING BRONZE CO.; ROGERS GALVANIZING CO.; SAXON METALS; SW, INC.; TALLEY INDUSTRIES, INC.; TELLER METALS CO.; VALMONT INDUSTRIES, INC.; WESTMIN CORP.; WILSON STEEL & WIRE CO.

SANDOVAL
12/10/96

NOTICE PURSUANT TO SECTION 4(q) OF THE ENVIRONMENTAL PROTECTION ACT

I. GENERAL

This Notice is issued pursuant to the authority vested in the Illinois Environmental Protection Agency ("Agency") by Section 4(q) of the Environmental Protection Act, ("Act"), 415 ILCS 5/4(q). SANDOVAL ZINC CO.; ALBERT F. HAAS; WHITE BROTHERS SALVAGE & RECYCLING, INC.; BETHLEHEM STEEL CORPORATION; COMMERCIAL METALS; EAGLE-PICHER INDUSTRIES, INC.; EMPIRE IRON & STEEL; FLINT STEEL CORPORATION; GEROX, INC.; H.K. PORTER CO., INC.; ILLINOIS SMELTING & REFINING; LACLEDE STEEL; LURIA BROS.; KEYSTONE STEEL & WIRE CO. (a division of KEYSTONE CONSOLIDATED INDUSTRIES, INC.); NORTHWESTERN STEEL & WIRE; PENN-DIXIE STEEL CORP.; ST. JOE MINERALS CORPORATION; YOUNGSTOWN SHEET & TUBE; ADVANCE INDUSTRIES, INC.; AMAX, INC.; AMAX ZINC CO.; ARMCO, INC.; ATLANTIC METALS CORP.; BOYLES GALVANIZING; CIRCLE SMELTING, INC.; CIRCLE IRON & METAL; CITY METALS REFINING CO.; CLARK METAL LAST CO.; CORLIN CO.; DEKA BATTERIES; GALVAN MANUFACTURING CO.; GLICKMAN, INC.; GNB BATTERIES, INC.; GOLDSCHMIDT A.G.; GULF METALS INDUSTRIES, INC.; HOBSON GALVANIZING; IMPERIAL SMELTING; INTERAMERICAN ZINC CO.; JONES & LAUGHLIN STEEL, INC.; MCM CORP.; MET-PRO CORP.; METALCHEM, INC.; METALPLATE GALVANIZING; MILLMET RESOURCES, INC.; MIDWEST ZINC CORP.; MOSKOWITZ BROS.; MUSKOGEE METAL FABRICATORS; NATIONAL METALS, INC.; NEW JERSEY STEEL CORP; NEW JERSEY ZINC CO.; PACIFIC SMELTING CO.; POWELL FAB. & MFG.; RELIABLE GALVANIZING CO.; REPUBLIC STEEL; ROESSING BRONZE CO.; ROGERS GALVANIZING CO.; SAXON METALS; SW, INC.; TALLEY INDUSTRIES, INC.; TELLER METALS CO.; VALMONT INDUSTRIES, INC.; WESTMIN CORP.; WILSON STEEL & WIRE CO.; ("Parties") shall undertake all actions required by, and in accordance with the terms and conditions of, this Notice. The term "Site" is defined for purposes of this Notice as the facility described in Section III(A) of this Notice. Failure by the Parties to undertake these actions may result in sanctions including, but not limited to, the sanctions described in Section XIX of this Notice.

II. OBJECTIVES

The objectives of the Agency in issuing this notice are: 1) to provide notice to the Parties of a release or substantial threat of release of hazardous substances or pesticides at or attributable to the Site; 2) to identify appropriate actions for response to the release or the substantial threat of a release of hazardous substances or pesticides at or attributable to the Site; and 3) to provide an opportunity for the Parties to perform such response actions. All activities conducted pursuant to this Notice are subject to approval by the Agency and shall be substantially consistent with the Illinois Hazardous Substances Pollution Contingency Plan, 35 Ill. Adm. Code 750, as amended.

III. FINDINGS OF FACT

The following constitutes the facts upon which this Notice is based:

- A. The Site includes all areas where contaminants have come to be located. The Site consists of 14.157 acres of property located off of U.S. Route 51, southeast of Sandoval, on Smelter Road, in the SE 1/4 of the NE 1/4, Section 17, Township 2 North, Range 1 East, in Marion County, Illinois.
- B. The current owner of the Site by warranty deed recorded October 25, 1989 is WHITE BROTHERS SALVAGE & RECYCLING, INC. There are no current operations on the site.
- C. The current owner received title from ALBERT F. HAAS per warranty deed referred to above. ALBERT F. HAAS received title per corporation warranty deed from SANDOVAL ZINC CO. executed on March 14, 1988.
- D. SANDOVAL ZINC CO. was the operator and owner of the Site during a period when releases took place from the Site.
- E. BETHLEHEM STEEL CORPORATION arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- F. COMMERCIAL METALS arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- G. EAGLE-PICHER INDUSTRIES, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.

- H. EMPIRE IRON & STEEL arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- I. FLINT STEEL CORPORATION arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- J. GEROX, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- K. H.K. PORTER CO., INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- L. LACLEDE STEEL arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- M. LURIA BROS. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- N. KEYSTONE STEEL & WIRE CO. (a division of KEYSTONE CONSOLIDATED INDUSTRIES, INC.) arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- O. NORTHWESTERN STEEL & WIRE arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- P. PENN-DIXIE STEEL CORP. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- Q. ST. JOE MINERALS CORPORATION arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- R. YOUNGSTOWN SHEET & TUBE arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.

- S. ADVANCE INDUSTRIES, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- T. AMAX, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- U. AMAX ZINC CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- V. ARMCO, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- W. ATLANTIC METALS CORP. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- X. BOYLES GALVANIZING arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- Y. CIRCLE SMELTING, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- Z. CIRCLE IRON & METAL arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- AA. CITY METALS REFINING CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- BB. CLARK METAL LAST CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- CC. CORLIN CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.

- DD. DEKA BATTERIES arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- EE. GALVAN MANUFACTURING CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- FF. GLICKMAN, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- GG. GNB BATTERIES, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- HH. GOLDSCHMIDT A.G. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- II. GULF METALS INDUSTRIES, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- JJ. HOBSON GALVANIZING arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- KK. IMPERIAL SMELTING arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- LL. INTERAMERICAN ZINC CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- MM. JONES & LAUGHLIN STEEL, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.

- NN. MCM CORP. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- OO. MET-PRO CORP. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- PP. METALCHEM, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- QQ. METALPLATE GALVANIZING arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- RR. MILLMET RESOURCES, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- SS. MIDWEST ZINC CORP. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- TT. MOSKOWITZ BROS. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- UU. MUSKOGEE METAL FABRICATORS arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- VV. NATIONAL METALS, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- WW. NEW JERSEY STEEL CORP. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- XX. NEW JERSEY ZINC CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.

- YY. PACIFIC SMELTING CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- ZZ. POWELL FAB. & MFG. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- AAA. RELIABLE GALVANIZING CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- BBB. REPUBLIC STEEL arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- CCC. ROESSING BRONZE CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- DDD. ROGERS GALVANIZING CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- EEE. SAXON METALS arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- FFF. SW, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- GGG. TALLEY INDUSTRIES, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- HHH. TELLER METALS CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- III. VALMONT INDUSTRIES, INC. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.

- JJJ. WESTMIN CORP. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- KKK. WILSON STEEL & WIRE CO. arranged for the transportation, storage, disposal or treatment of hazardous substances to or at the Site, from which a release of such hazardous substances occurred.
- LLL. The Site was operated by SANDOVAL ZINC CO. as a secondary zinc smelter since at least 1940. SANDOVAL ZINC CO. continued to operate the Site until it closed in 1985. Compounds fed into the kilns were pure zinc, zinc oxide, zinc chloride, possibly aluminum chloride, and other trace metals. SANDOVAL ZINC CO. accepted materials containing hazardous substances, such as those at the Site, from third parties, as a regular part of its business.
- MMM. A Record of Decision was signed by the Director of the Illinois Environmental Protection Agency on September 24, 1986 for a Remedial Investigation/Feasibility Study to be conducted at the Site.
- NNN. The Site is in the Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS). The Preliminary Assessment was completed on December 19, 1986 with a high priority rating.
- OOO. The Agency undertook removal actions related to a spill of fuel oil from an above ground storage tank at the Site. A Seal Order was signed by the Director of the Illinois Environmental Protection Agency on April 24, 1991. The Agency installed a fence to limit access to the site. Vandals have repeatedly torn down the fence.
- PPP. A draft Feasibility Study was issued in April of 1993. The Screening Site Inspection Phase of CERCLIS was completed on September 29, 1995 with a high priority rating.
- QQQ. From 1975 through 1982, the Illinois State Water Survey (ISWS) and the Illinois State Geological Survey (ISGS) carried out geologic and groundwater studies at the Site. According to results of these studies, the processing waste covering the Site is rich in zinc, lead, copper, cadmium, and aluminum. One sample of waste material at the site was 76 times the Extraction Procedure (EP) Toxicity Standard for lead.
- RRR. When the Site was abandoned in 1985, the above ground storage tank (railroad tank car) contained four feet of #5 diesel fuel oil. In 1991, a valve failed and the oil leaked out. The Agency collected 8,600 gallons of oil and had it incinerated. Also recovered was 500 cubic yards (540 tons) of impacted soil. This soil is presently being stored on a plastic liner inside one of the buildings. There are also nine full drums of oil/sludge/water rinsate and one additional drum full of personal protective equipment (PPE) from the cleanup of the spill being stored onsite.

- SSS. In April 1993, Ebasco Environmental Services produced a draft Feasibility Study, which reported that the developed portion of the site is comprised of two large abandoned buildings, an abandoned railroad tank car (also referred to as the above ground storage tank), old furnace building ruins, and a pond to the east. The site is covered with metal rich cinder fill, 1-28 feet thick. This fill contains highly elevated levels of cadmium, copper, lead, nickel, silver, and zinc.
- TTT. The Draft Feasibility Study also stated that there are approximately fifty cubic yards (135 tons) of waste product/ash stored inside the buildings. Some of the material is zinc oxide. This material is found in uncovered piles and scattered over the floor. This material is considered to be characteristically hazardous. Lead was found to be greater than 10,000 milligrams/kilogram (mg/kg). Zinc was found to be greater than 200,000 mg/kg. Elevated levels of chromium and nickel were found in random sampling at the site.
- UUU. On May 20, 1996 a previous 4q Notice was sent to the Parties found in B through R of this section. The additional Parties identified in S. through KKK. of this Section were determined to be potentially responsible or identified subsequent to the date of this original 4(q) Notice. This Notice is being served on the newly identified Parties. The other Parties have previously received notification.

IV. CONCLUSIONS OF LAW

- A. The Site described in Section III(A) of this Notice is a facility as defined in Section 22.2(h)(1) of the Act, 415 ILCS 5/22.2(h)(1).
- B. Each of the Parties is a "person" as defined in Section 3.26 of the Act, 415 ILCS 5/3.26.
- C. Materials, wastes and constituents thereof at the Site are "hazardous substances" as defined in Section 3.14 of the Act, 415 ILCS 5/3.14, or "pesticides" as defined in Section 3.71 of the Act, 415 ILCS 5/3.71.
- D. The past, present or potential migration of hazardous substances or pesticides from the Site constitutes an actual or substantial threat of "release" as defined in Section 3.33 of the Act, 415 ILCS 5/3.33.
- E. The Parties are persons who may be liable for all costs of removal or remedial action incurred by the State of Illinois pursuant to Section 22.2(f) of the Act, 415 ILCS 5/22.2(f), for a release or substantial threat of a release of a hazardous substance or pesticide.

V. DETERMINATION

Based on the Findings of Fact and Conclusions of Law set forth above, the Agency has determined that the response actions identified in this Notice are appropriate to mitigate the release or substantial threat of a release of hazardous substances or pesticides at or from the Site.

VI. IDENTIFIED RESPONSE ACTION

The Parties shall furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary or appropriate to fully comply with the following provisions:

- A. The Parties shall notify the Agency in writing, pursuant to Section VII(A) of this Notice, within thirty (30) days of the effective date of this Notice of the nature and extent of the corrective measures that the Parties will commit to undertake to remediate the contamination of the Site and media impacted by Site contamination. A schedule to which said Parties agree to be bound for the implementation of such measures shall also be included with the Parties' letter of response. If the Parties fail to notify the Agency within thirty days of the effective date of this Notice, the Agency will construe such failure as a refusal of said Parties to comply with this Notice, and the Agency will proceed accordingly, possibly implementing response activities with State funds. The Agency may also construe any response received from the Parties which does not commit said Parties to perform all the work and other obligations required by this Notice as a refusal of said Parties to comply with this Notice.
 - 1. The written response required in Section VI(A), above, shall indicate the appropriate name, address, and telephone number for further contact with said Parties.
 - 2. Where the Parties are aware of other persons or entities, not named in this Notice, who may also be liable for a release or significant threat of release under Section 22.2 of the Act, the written response of the Parties shall identify such other persons or entities and indicate the factual basis of the Parties' knowledge regarding these other persons and entities.
- B. Assurance that all engineering work performed pursuant to this Notice is fully documented and under the supervision and certification of a licensed professional engineer registered and in good standing in Illinois. All document certification shall be by indelibly inked signature over the author's typed full name, title, Illinois registration number, Illinois professional engineer's seal and the date of signature for the following statement:

I certify under penalty of law that this document, supporting documents, and all attachments were prepared under my direction or supervision. To the best of my knowledge and belief, this document, supporting documents, and all attachments are true, accurate, and complete. I am aware that there are significant penalties for submitting false information or withholding material data, including the possibility of fine and imprisonment for knowing violations.

- C. Acquisition of express written Agency approval of all contractors, subcontractors, consultants, and laboratories used to conduct the work performed pursuant to this Notice prior to the initiation of such work.
- D. The Parties shall be responsible to fund and perform the work identified:
1. Within sixty (60) days of the effective date of this Notice, exclusive of periods of review and comment by the Agency, the Parties shall complete Phase I at the site. Phase I shall include:
 - * Removal and containerization of hazardous substances inside the buildings including the zinc oxide and #5 fuel oil impacted soils.
 - * Proper staging of drums of #5 fuel oil/sludge/water rinsate and personal protective equipment.
 - * Cleanup and containerization of any additional fuel oil found outside the buildings or around the above ground storage tank.
 - * Thorough cleaning of the inside of the above ground storage tank.
 - * Collection and containerization of the rinsate.
 - * A Site Inventory of the containerization, and staging of materials to be removed from the site, including all readily quantifiable volumes of materials in drums or other containers and in spills on the ground.
 - * Proper closure and sealing of all unused groundwater monitoring wells at the site.
 - * Repair of the fence surrounding the site.

The inventory will include at a minimum:

- * a container number and identification system
- * a description of each container
- * a description of the condition of each container
- * a physical description of the material in each container
- * the estimated volume of material in each container
- * identification of all containers requiring overpacking for security and transportation
- * all markings, labels, instructions, warnings, addresses, etc. on each drum or container
- * identification of all OVA, Hnu, Photovac TIP, or other device measurements associated with each container so measured

An integral component of the Site Inventory shall be the compatibility testing of the material in each drum or spill to be removed. Such compatibility testing shall, at a minimum, include:

- * ignitability (flashpoint)
 - * classification as oxidizing or reducing agent
 - * reactivity
 - * pH
 - * concentration of total and reactive cyanide
 - * solubility in water
2. Upon completion of the Site Inventory, the Parties shall submit to the Agency for approval, a Site Inventory Report.
 3. Within sixty (60) days of the effective date of this Notice, exclusive of periods of review and comment by the Agency, the Parties shall complete containerization, overpacking, and staging of all materials to be removed from the Site pursuant to this Notice. All containers must be staged on a suitable liner impermeable to water. The edges of the liner should be bermed, elevated, and supported so as to contain any foreseeable releases from the containers due to leakage or vandalism.
 4. Sampling, analyses, and characterization of materials for disposal criteria shall be performed and identified.
 5. Within ninety (90) days of the effective date of this Notice, exclusive of periods of review and comment by the Agency, the Parties shall complete Phase II at the Site in accordance with the Agency approved Work Plan. Phase II shall include removal from the Site and disposal of materials including the above ground storage tank. The Parties shall

obtain all necessary permits and requisite approvals necessary for the disposal of the materials to be removed from the Site and shall dispose of such at an approved facility.

6. Within one-hundred twenty (120) days of the effective date of this Notice, exclusive of periods of review and comment by the Agency, the Parties shall submit to the Agency an After Action Report. Such report shall comprehensively document all site activities undertaken by the Parties pursuant to this Notice.

- E. Within thirty(30) days of the effective date of this Notice, the Parties shall submit a detailed Work Plan which sets forth the manner in which the Parties agree to perform the work set forth in Section VI(D). The Work Plan shall include, but not be limited to, (a) a site specific Health and Safety Plan in accordance with "Department of Labor Occupational Safety, and Health Administration - hazardous Waste Operations and Emergency Response" as outlined in 29 CFR Part 1910.120 (1991), and (b) a Quality Assurance Project Plan ("QAPP") in accordance with the requirements of the United States Environmental Protection Agency ("USEPA") Contract Laboratory Program EPA/600/8-91/003 February 1991.

VII. RESPONSE TO NOTICE AND OPPORTUNITY TO CONFER

- A. Each Party shall respond to the Agency in writing within thirty (30) days of the effective date of this Notice identifying the nature and extent of the corrective measures that such Party is willing to undertake to comply with the terms and conditions of this Notice. This response should be directed to:

James L. Morgan
Senior Assistant Attorney General
Environmental Bureau
Office of the Attorney General
500 S. Second Street
Springfield, Illinois 62708

If any Party fails to so respond, the Agency will assume that such Party refuses to undertake these identified response actions and the Agency will proceed accordingly.

Each Party shall indicate the appropriate name, title, address and telephone number for further Agency contact with that Party in this matter.

- B. After the response referred to in paragraph A above and except as otherwise indicated, all notifications required of the Parties by this Notice shall be sent to:

Stephen L. Bynum, Project Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P. O. Box 19276
2200 Churchill Road
Springfield, IL 62794-9276

and to:

Christopher Perzan, Assistant Counsel
Division of Legal Counsel
Illinois Environmental Protection Agency
P. O. Box 19276
2200 Churchill Road
Springfield, IL 62794-9276

- C. The Parties shall provide to the Agency project manager identified in Section VII(B) of this Notice, four (4) copies of all reports, notifications or other documents submitted to the Agency in compliance with this Notice. The Parties shall provide to the Agency Assistant Counsel identified in Section VII(B) of this Notice one (1) copy of all reports, notifications, or other documents submitted to the Agency in compliance with this Notice. Additional copies shall be provided upon request of the Agency.
- D. If any Party has knowledge of any person not named in this Notice who may be liable for a release or substantial threat of a release of hazardous substances or pesticides at the Site, the Agency requests that the Party provide the identification of such other person and the factual basis for assumption of liability by such person under Section 22.2(f) of the Act, 415 ILCS 5/22.2(f).
- E. The response required by Section VII(A) of this Notice shall contain a status report of any discussions or negotiations with federal, state or local government authorities, or any voluntary action or involvement in a lawsuit regarding the Site or contamination attributable to the Site. A copy of this written response shall be provided to any other party involved in those discussions.
- F. The Agency extends to the Parties an opportunity to confer on any matters addressed in this Notice within thirty (30) days of the effective date of this Notice. A conference at the Agency's headquarters may be requested by any of the Parties through written request directed to the individual identified in Section VII(A) of this Notice or to the Agency Assistant Counsel named in Section VII(B) of this Notice. Such request may not delay the Parties' performance of the identified response action.

VIII. DESIGNATED PROJECT MANAGERS

The project manager for the Agency is identified in Section VII(B). The Parties shall designate a project manager prior to the initiation of any work or task required under Section VI of this Notice. The project manager for the Parties shall be responsible for administering the performance of the Parties' obligations under this Notice. The Agency's project manager and the Parties' project manager shall ensure that all communications, coordination, report submittals, correspondence, approvals, and scheduling are directed, as appropriate, to the counterpart project manager.

The Agency may designate an on-scene coordinator to augment Agency supervision of Site activities and compliance with the terms and conditions of this Notice. The on-scene coordinator is supervised by the Agency's project manager.

IX. SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

The Parties shall make the results of all sampling, tests or other data generated by the Parties or on the Parties' behalf with respect to implementation of this Notice available to the Agency and shall submit such data upon request. The Agency shall similarly make available to the Parties the results of all sampling, tests, or other data regarding the Site generated by the Agency or on the Agency's behalf.

At the request of the Agency, the Parties shall allow split or duplicate samples to be taken by the Agency and its authorized representatives of any samples collected by the Parties with respect to the contamination at or attributable to the Site. The Parties shall notify the Agency not less than seven (7) calendar days in advance of any sample collection activities. Failure to so notify the Agency may invalidate the results of such sample analyses for the purposes of compliance with this Notice.

The Agency and any Agency authorized representative and the Illinois Attorney General's Office shall have the authority to enter and freely move about all property at the Site at all reasonable times for the purpose of, inter alia: inspecting records, operating logs, and contracts related to the Site; reviewing the progress of the Parties in carrying out the terms of this Notice; conducting such tests as the Agency may deem necessary; using a camera, sound recording, or other documentary type equipment; and verifying the data submitted to the Agency by the Parties. The Parties shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data in any way pertaining to work undertaken pursuant to this Notice. All persons with access to the Site pursuant to this Section of this Notice shall comply with an Agency-approved Site health and safety plan.

X. RECORD PRESERVATION

The Parties shall preserve during the pendency of this Notice and for a minimum of six (6) years after its termination, all records and documents in the Parties' possession or in the possession of the Parties' divisions, employees, agents, accountants, contractors, or attorneys which relate in any way to the Site, despite any document retention policy to the contrary. The Parties may fulfill this obligation by retention on microfilm or other comparable record keeping. Upon completion of this six (6) year period, the Parties shall notify the Agency thirty (30) days prior to the destruction of any such documents. Upon request, the Parties shall make available to the Agency such records or copies of such records at no cost to the Agency. Compliance with this Section shall not be construed to indicate a waiver of any applicable right or privilege.

XI. RESERVATION OF RIGHTS

Notwithstanding compliance with the terms of this Notice, including the completion of the work set forth in Section VI, the Parties are not released from liability, if any, for any costs of removal or remedial action incurred by the Agency at the Site beyond the scope of this Notice. The Agency reserves:

- A. The right to take any enforcement action pursuant to the Act or any available legal authority, including the right to seek injunctive relief, monetary penalties, and punitive damages for any violation of law or of this Notice.
- B. All rights that it may have, including the Agency's right both to disapprove of work performed by the Parties and to request that the Parties perform tasks in addition to those required in this Notice. In the event that the Parties decline to perform any additional tasks, the Agency reserves the right to undertake any such work.
- C. The right to undertake removal or remedial actions at any time.
- D. The right to seek reimbursement from the Parties thereafter for any and all costs incurred by the State of Illinois related to the release or threatened release of hazardous substances or pesticides at or attributable to the Site.

XII. ABATEMENT OF ENDANGERMENT

In the event that the Director of the Agency, or the Director's designated representative, determines that any activities or circumstances at the site are creating an immediate and significant risk of endangerment to human health or the environment, the Director may issue a notice to cease further implementation of the identified response action. Where the Director halts any tasks for a specified period of time, the Parties may be given an additional amount of time to complete subsequent tasks.

No such extension shall be allowed if any delay is attributable in whole or in part to the acts or omissions of any Party, its agents, employees, representatives, contractors or subcontractors. This additional time may not exceed the actual period during which identified response actions were halted by the Director. For purposes of the Notice, the designated representative of the Director includes the Agency's project manager and on-scene coordinator.

XIII. REIMBURSEMENT OF COSTS

The Agency shall submit to the Parties summary accountings and requests for reimbursement of all response and oversight costs incurred by the State of Illinois with respect to the Site. These accountings shall include costs incurred by the Agency as a result of a release or substantial threat of a release of hazardous substances or pesticides during current and prior State fiscal years including, but not limited to, response and oversight costs incurred by the Agency prior to the effective date of this Notice.

The Parties shall remit a certified check for the amount of the requested reimbursement made payable to Treasurer-State of Illinois, with a notation for deposit in the Illinois Hazardous Waste Fund, within thirty (30) calendar days of the date of the request. Checks should specifically identify the Site, the Site's special waste generator (Bureau of Land identification) number contained in the respondent block of this Notice and the Parties' Federal Employer Identification Number and should be addressed to the following:

Illinois Environmental Protection Agency
Fiscal Services, #2
P. O. Box 19276
2200 Churchill Road
Springfield, IL 62794-9276

The Parties shall also send a copy of the transmittal letter to the Agency's project manager identified in Section VII(B) of this Notice.

If the Parties fail to remit the requested reimbursement to the Agency within thirty (30) calendar days of the date of request, the Agency will assume that the Parties refuse to reimburse such costs and the Agency will proceed accordingly. The Agency reserves the right to bring an action against the Parties pursuant to the Act for recovery of all response and oversight costs incurred by the State of Illinois relative to this Notice as well as any other costs incurred by the State of Illinois relative to response activities conducted pursuant to the Act at the Site.

XIV. ANNUAL HAZARDOUS WASTE GENERATOR REPORTS

All hazardous wastes, as defined in Section 3.15 of the Act, 415 ILCS 5/3.15, generated at the Site through activities conducted pursuant to this Notice or any subsequent Notice may be subject to annual reporting requirements pursuant to 35 Ill. Adm. Code 722.141. Hazardous wastes treated, stored or disposed on the Site, or shipped off the Site for storage, treatment, or disposal during any calendar year shall be reported to the Agency by no later than the first day of March of the following year. Reporting requirements, instructions and current reporting forms are available from the Agency by contacting the following:

Facility Reporting Unit, #24
Planning and Reporting Section
Bureau of Land
Illinois Environmental Protection Agency
P. O. Box 19276
2200 Churchill Road
Springfield, IL 62794-9276

XV. OTHER CLAIMS

Nothing in this Notice shall constitute or be construed as a release or waiver from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the presence, generation, storage, treatment, handling, transportation, release, management or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

XVI. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Notice shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations.

XVII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

The effective date of this Notice is the date on which it was posted by Certified Mail to the Parties. Such date is identified below the Director's signature block at the close of this Notice.

This Notice may be amended by the Agency. Such amendment shall be in writing and shall be effective on the date on which it was posted by Certified Mail to the Parties.

Any reports, plans, specifications, schedules, and attachments required by this Notice are, upon approval by the Agency, incorporated into the terms and conditions of this Notice. Any non-

compliance with such Agency-approved reports, plans, specifications, schedules, and attachments shall be considered a failure to comply with the terms and conditions of this Notice.

No informal advice, guidance, suggestions, or comments by the Agency regarding reports, plans, specifications, schedules, or any other documents submitted by the Parties will relieve the Parties of their obligation to obtain such formal approval as may be required by this Notice.

XVIII. PARTIES BOUND

This Notice shall apply to and be binding upon the Parties and their subsidiaries, principals, estates, officers, directors, agents, representatives, successors, and assignees and upon all persons, contractors, subcontractors and consultants acting under or for either the Parties or the Agency or both. No change in ownership or corporate or partnership status relating to the Site will in any way alter the Parties' responsibility under this Notice. The Parties shall be responsible for carrying out all activities required of the Parties under this Notice.

XIX. FAILURE TO COMPLY WITH THIS NOTICE

Pursuant to Section 22.2(k) of the Act, 415 ILCS 5/22.2(k), if any Party fails without sufficient cause to perform the identified response action in accordance with the terms and conditions of this Notice, that Party may be liable to the State of Illinois for punitive damages in an amount that is equal to three (3) times the amount of costs incurred by the State of Illinois as the result of that Party's failure to perform the identified response action. Any such punitive damages shall be assessed in addition to costs otherwise recovered from the Parties pursuant to Section 22.2(f) of the Act, 415 ILCS 5/22.2(f), and in addition to any other penalty or relief provided by the Act, 415 ILCS 5/1 et seq., or any other law.

XX. TERMINATION AND SATISFACTION

The provisions of this Notice shall be deemed satisfied upon the Parties receipt of written notice from the Agency that the Parties have demonstrated, to the satisfaction of the Agency, that all of the requirements, terms and conditions of this Notice, including any additional tasks which the Agency has determined to be necessary, have been completed.

By: Mary A. Gade Date: 4/10/97
Mary A. Gade, Director
Illinois Environmental Protection Agency

Date of Mailing: 4/16/97

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

PROOF OF SERVICE

I, the undersigned, on oath state that I have served the attached Notice pursuant to Section 4(q) of the Illinois Environmental Protection Act upon the person(s) to whom it is directed, by placing a copy in an envelope addressed to:

Advance Industries, Inc.
301 NE Railroad St.
Odessa, MO 64076

Boyles Galvanizing
1461 Kinark Ct.
St. Louis, MO 63132

Amax, Inc.
200 Park Avenue
New York, NY 10166-0005

Circle Smelting, Inc.
Route 50
Beckmeyer, IL 62219

Amax Zinc Co.
7733 Forsyth Blvd.
Clayton, MO 63105

Circle Iron & Metal
1406 Warrington
Danville, IL 62219

ARMCO, Inc.
One Oxford Centre
Pittsburgh, PA 15219-1415

City Metals Refining Co.
10710 Galaxie Ave.
Ferndale, MI 48220-3010

Atlantic Metals Corp.
3100 Orthodox St.
Philadelphia, PA 19137-2098

Clark Metal Last Co.
1101 N. Main St.
Mishawaka, IN 46545-6517

Boyles Galvanizing
6310 Kenjoy Dr.
Louisville, KY 40214

Corlin Co.
1640 Marion Ave.
Grand Haven, MI 49417-2366

Deka Batteries
2001 Nuggett Rd.
High Point, NC 27263-2010

Galvan Manufacturing Co.
P.O. Box 169
New Albany, IN 47151-0169

Glickman, Inc.
410 E. 25th St. N
Wichita, KS 67219-4409

GNB Batteries, Inc.
1110 Highway 110
P.O.Box 6410
St. Paul, MN 55118

Goldschmidt A.G.
Essen, Germany D-4300

Gulf Metals Industries, Inc.
610 Milby Street
Houston, TX 77003

Gulf Metals Industries, Inc.
c/o CT Corporate Systems, Reg. Agent
811 Dallas Ave.
Houston, TX 77002

Hobson Galvanizing
P.O. Box 6261
New Orleans, LA 70174

Imperial Smelting
1031 E. 103rd St.
Chicago, IL 60628

Interamerican Zinc Co.
401 Gulf St.
Adrian, MI 49221-3460

Jones & Laughlin Steel, Inc.
3 Gateway Center
Pittsburgh, PA 15263

Jones & Laughlin Steel, Inc.
2310 E. Columbus Dr.
East Chicago, IN 46312

Jones & Laughlin Steel, Inc.
c/o C.T. Corporate Systems, Reg. Agent
8751 W. Broward Blvd.
Plantation, FL 33324

MCM Corp.
Industrial Lane
Oneida, TN 37841

Met-Pro Corp.
235 Township Line Rd.
Hatfield, PA 19440

Metalchem, Inc.
1725 Washington Rd.
Pittsburgh, PA 15241

Metalplate Galvanizing
757 44th N
Birmingham, AL 55212

Millmet Resources, Inc.
c/o Alvin H. Nelson, Reg. Agent
33588 Oak Pointe Circle
Farmington Hills, MI 48331

Midwest Zinc Corp.
1001 W. Weed St.
Chicago, IL 60622-2542

Moskowitz Bros.
5300 Vine St.
Cincinnati, OH 45217

Muskogee Metal Fabricators
2130 E. Shawnee Ave.
P.O.Box 1902
Muskogee, OK 74402

National Metals, Inc.
817 Gray St. NE
Leeds, AL 35094-2848

New Jersey Steel Corp.
N. Crossman Road
Sayreville, NJ 08872

New Jersey Zinc Co.
4th & Delaware
Palmerton, PA 18071

Pacific Smelting Co.
3715 W. Comita
Torrance, CA 90505

Powell Fab. & Mfg.
740 E. Monroe
St. Louis, MO 48880

Reliable Galvanizing Co.
819 W. 88th St.
Chicago, IL 60620-2668

Republic Steel
545 Apache Dr.
Batavia, Illinois 60510-1120

Republic Steel
220 7th Ave.
Beaver Falls, PA 15010

Roessing Bronze Co.
P.O. Box 816
Mars, PA 16046-0816

Rogers Galvanizing Co.
7700 E. 12th St.
Kansas City, MO 64126-2321

Rogers Galvanizing Co.
2506 W. 26th St.
Tulsa, OK 74114

Saxon Metals
2230 Indianapolis Blvd.
Whiting, Indiana 46394-1956

SW, Inc.
8048 Hollybrook Ct.
Indianapolis, IN 46250

SW, Inc.
c/o CT Corporate Systems, Reg. Agent
208 S. LaSalle St.
Chicago, IL 60604

Talley Industries, Inc.
2702 North 44th St.
Pheonix, AZ 85008

Teller Metals Co.
3407 W. 6th St., 801
Los Angeles, CA 90020

Teller Metals Co.
c/o CT Corporate Systems
208 S. LaSalle St.
Chicago, Illinois 60604

Valmont Industries, Inc.
Highway 275
Valley, NE 68064

Westmin Corp.
300 N. 8th St.
Quincy, IL 62301-2740

Westmin Corp.
P.O. Box 822
Quincy, IL 62306-0822

Wilson Steel & Wire Co.
4840 S. Western Ave.
Chicago, IL 60609-4080

and sending it by Certified Mail, return receipt requested, from Springfield, Illinois on

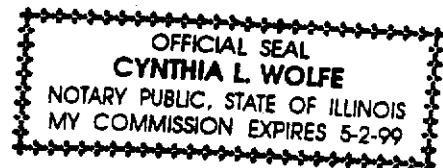
April 16, 1997 with sufficient postage affixed.

Brenda Bochner

SUBSCRIBED AND SWORN TO BEFORE ME

this 16th day of April, 1996.

Cynthia L. Wolfe
Notary Public



MAG:slb
4qsang2.wpd